

EMPLOYMENT AGREEMENT

This employment agreement (the “**Agreement**”) is dated [insert] and is between [Company's name], registry code: [insert], address [insert], e-mail address [insert] (the “**Company**”) and [employee's name], personal identification code: [insert], address [insert], e-mail address [insert] (“**You**”) (each also a “**Party**” and together, the “**Parties**”). This Agreement comprises the Outlined Terms in Section 1, the Detailed Terms in Section **Error! Reference source not found.** and any Schedules attached to the Agreement.

1. OUTLINED TERMS

1.1	Job title and reporting
	[OPTION 1: You are employed as [insert job title and add a brief job description where this is not self-explanatory].][OPTION 2: You are employed as [add position], but the Company may change Your duties due to its operational needs on the condition that You have the relevant skills and competence. The specific instructions for each project will be sent to You by email.] You must report to [insert] (“ Company’s Representative ”).
1.2	Commencement of employment
	Your employment with the Company and Your period of continuous employment commences on [date].
1.3	Term of employment
	[OPTION 1: You are employed for an indefinite term.][OPTION 2: You are employed for a definite term ¹ due to [insert reason – temporary increase of work, seasonal work, a specific project of temporary, substitution of a temporarily absent employee, etc.]. The end date of Your employment will be [insert date or the event the arrival of which causes the employment to end, e.g., return of the absent employee, etc.].]
1.4	Probationary period
	[OPTION 1: The first [insert period (maximum 4 months)] ² months of Your employment is a probationary period (the “ Probationary Period ”). The Probationary Period is prolonged by the time during which You were not able to perform Your duties, above all when You were temporarily unable to work, or You used holidays][OPTION 2: No probationary period applies to Your employment.]
1.5	Place of work
	[OPTION 1: Your normal place of work is at [insert location - town or rural municipality (in Estonian: vald)]]]. Unless otherwise agreed, You are not required to work outside Your place of work for a continuous period exceeding 30 days. You may work remotely from time to time.][OPTION 2: You will work remotely.]

¹ NOTE TO DRAFT: Conclusion of a definite term contract always requires a reason which must relate to the temporary nature of work. Maximum duration of a definite term contract is 5 years. Definite term contracts for similar work can be concluded consecutively only twice (contracts are consecutive in case there is less than two months in between the contracts). Exceptions apply when you enter into short term contracts with persons registered as unemployed (contracts of up to eight calendar days may be entered into for an unlimited number of times within the period of six months). The term of a definite term contract can be extended only once in five years.

² NOTE TO DRAFT: Please note that in case of definite term contract with a duration of less than 8 months, the probationary period cannot be longer than half of the duration of the contract.

	Terms and conditions of remote work are set out in Schedule to this Agreement and/or in the Rules of Working Order if these exist³. You are expected to perform remote work in Estonia. In case You plan to work remotely outside Estonia for a period longer than 30 days, You have to notify the Company's Representative and obtain prior consent.
1.6 Working time	
	You are employed by the Company [OPTION 1: full time (40 hours per week)][OPTION 2: part time ([insert] hours per week)]. The beginning and the end of working hours as well as the breaks therein are communicated to You separately or established in the Rules of Working Order if it exists.][OPTION 3: Since the nature of Your duties is such that You have independent decision-making powers, then You are free to manage Your own working time without intervention by the Company. The calculation period of Your working time is one calendar month, and Your working hours are equal to the standard working time in the given calendar month. This arrangement can be cancelled by either of the Parties by giving 14 days' prior notice.⁴][OPTION 4: As You have the task to ensure the continuous functioning of information and communication technology services and infrastructure as well as information security, You may be requested to be on-call outside Your regular working hours with readiness to perform certain work duties subject to rules agreed upon in a separate on-call agreement.⁵]
1.7 Salary and other benefits	
	Your basic salary is EUR [insert salary] gross per month ("Salary") which will be paid monthly no later than on the [insert] day of each month, by credit transfer into Your nominated bank. You must notify the Company if Your bank account number changes. Pursuant to the law, the Company deducts the income tax, Your share of the unemployment insurance premium and, if applicable, the funded pension premium, from the Salary, and pays social tax and the Company's share of the unemployment insurance premium on the Salary, in accordance with the procedure and rates provided by law. These taxes and contributions are paid to the Tax and Customs Board. Income tax is used to fund national and local administration; unemployment insurance contributions are used to finance unemployment insurance which, under certain circumstances, provides for workers in case of unemployment

³ NOTE TO DRAFT: The terms and conditions for remote work must be specified in the Schedule (annex to the agreement) or in the Rules of Working Order, if exist, or in both, e.g., specific terms and conditions agreed with particular employee in a Schedule and more general terms and conditions applicable to all remote workers in the Rules of Working Order. Instructions for arranging remote work are available here: <https://www.tooelu.ee/en/34/what-teleworking-when-teleworking-possible>. Please also note that in case the employee works remotely outside Estonia for a longer period, there might be tax, labor and immigration law consequences for the employer in the country where remote work is performed. Therefore, it is recommended to agree with the employee what are the expectations with regard to the location and duration of remote work if this is performed outside Estonia to avoid any adverse consequences.

⁴ NOTE TO DRAFT: The employees who could be subject to such flexibility are those who are completely independent upon determining when and how long they work, i.e., the employer cannot tell them that they have to work a particular number of hours on a particular day of the week, etc. This arrangement is not suitable for hybrid work. Therefore, this option can be used only for these types of employees over the time management of whom the employer does not need control (i.e., the result of work is important and not particularly the process of work). The working hour limits per month still have to be complied with, but the employees may vary the number of working hours daily and weekly and there are no nighttime work restrictions. Overtime still needs to be agreed on, tracked, and compensated. It is important to note that this arrangement can be used only for employees whose monthly salary is at least the average monthly salary in Estonia (in 2023 ca EUR 1,700).

⁵ NOTE TO DRAFT: It is possible to apply more flexible on-call time to certain IT sector employees, provided that this has been agreed with the employee in a format which can be reproduced in writing (e.g., in an e-mail). A reasonable response time must be agreed upon and the employee must be able to do the work during on-call time without showing up at the workplace. On-call time may not exceed 130 hours per month and the employee must be guaranteed two week-ends free from work and on-call time per month. On-call time has to be compensated by paying an additional compensation equal to at least 1/10 of the employee's regular salary. In case of other employees on-call time is much more limited (max 4.5 h per day and at least two days each week have to be free from work and on-call time).

(allowances, benefits, and services); mandatory funded pension payments are used to fund II pillar pensions; social tax is used to finance medical insurance and I and II pillar pensions. [OPTIONAL: In addition to the Salary, You are entitled to earn bonuses in accordance with the bonus scheme⁶ established by the Company from time to time.] [OPTIONAL: In addition to the Salary, You are entitled to the following benefits⁷: [add list of benefits and conditions of use, for example mobile phone, laptop].] [OPTIONAL: The Company provides You with professional training necessary for improving Your job-related knowledge and skills proceeding from the interests of the Company's business. Trainings are organized according to necessity. The costs for such trainings are born by the Company and You will retain Your average salary during such training sessions. You will be notified of any available training sessions in advance whenever these are organized.⁸]	
1.8	Expenses
You will be reimbursed for all reasonable travel and other expenses incurred in the performance of Your duties upon production of valid receipts and submission of properly completed expense reports. You must always comply with the Company's current policies on expenses. Any credit card supplied to You by the Company may be used only for expenses incurred in the performance of Your duties.	
1.9	Holiday
You are entitled to [insert period (minimum 28 days)] paid holiday in each calendar year. [OPTIONAL: You agree that holiday pay is paid out on the Salary pay-out date following the use of the holiday.⁹]	

⁶ NOTE TO DRAFT: If applicable, the bonus scheme should be established only for a certain period and with the possibility not to pay bonuses.

⁷ NOTE TO DRAFT: Note that the benefits may be considered as fringe benefits in the meaning of §48(4) of the Income Tax Act (fringe benefits are any goods, services, remuneration in kind or monetarily appraisable benefits which are given to an employee in connection with an employment relationship, regardless of the time at which the fringe benefit is granted). An employer must pay income tax on fringe benefits granted to employees. More information on fringe benefits is available here: <https://www.emta.ee/en/business-client/taxes-and-payment/income-and-social-taxes/fringe-benefits>

⁸ NOTE TO DRAFT: This is a generic trainings related language, however in case you offer certain specific company paid trainings to employees, then they should be notified about the details thereof either in the employment contract or in a relevant internal policy.

⁹ NOTE TO DRAFT: The general rule is that the holiday pay is paid out no later than on the penultimate calendar working day before the start of the holiday. In case you wish to pay out the holiday pay on the regular salary pay out date following the use of holiday, then this needs to be agreed upon with the employee.

1.10	IP, Confidentiality, Non-Competition and Non-Solicitation
1.10.1	<u>Intellectual Property</u> : To be assigned or licensed to the Company as provided in Section 2.9.
1.10.2	<u>Confidentiality</u>: You are subject to confidentiality obligation both during and after the termination of this Agreement as provided in Section 2.8. The penalty for the breach of this clause by You is EUR [insert] per breach¹⁰.
1.10.3	<u>Non-competition and non-solicitation</u>: You are subject to non-competition obligation as provided in Section 2.10 during the term of the Agreement[OPTIONAL: and for [insert period (maximum 12 months)]] months after the termination of the Agreement. For the non-competition obligation after the termination of the Agreement the Company will pay You monthly compensation equal to [insert]% of the Salary¹¹. You are subject to non-solicitation obligation as provided in Section 2.10 with respect to Restricted Persons during the term of the Agreement and for [insert period (maximum 12 months)]] months after the termination of the Agreement. The penalty for the breach of this clause by You is EUR [insert] per breach¹². “Competing Business” is any business in the Territory which competes or proposes to compete with the Company in the field of [insert description of Company's business]. “Territory” is [insert] or such other part of the world in which the Company carries on business or proposes to carry on business. “Restricted Person” means any employee, member of the managerial or supervisory body, service provider or customer of the Company.¹³
1.11	Termination
	The termination of this Agreement is subject to the provisions of the Estonian Employment Contracts Act.

2. DETAILED TERMS

2.1 Definitions

In this Agreement the following capitalized terms have the following meanings:

¹⁰ NOTE TO DRAFT: The amount of contractual penalty may be either a fixed sum or a multiple of the respective employee's monthly salary. Note that when setting the amount of the contractual penalty in the agreement, the possible damage arising from the breach to the company should be taken into account. Furthermore, the employee's position and also his/her knowledge of the confidential information should be taken into account. Note that the employee may dispute the amount of contractual penalty in the court and the court may decrease the amount if it is unreasonably high. In case the contractual penalty is agreed in standard terms, any contractual penalty that is unreasonably high may be deemed void.

¹¹ NOTE TO DRAFT: The law does not set forth any guidance on the suitable amount. The amount of the compensation shall primarily depend on the employee's professional experience, education, and possibilities to find another job. When determining the suitable percentage, you would have to consider how restricted the employee would be upon finding a suitable and comparable position in a company who is not a competitor and whether he or she could suffer a serious loss of income when refraining from working for a competitor. The compensation cannot be merely symbolic but needs to be reasonable and cover such potential difference in income. In practice, such remuneration ranges between 50-70% of the employee's current salary but in exceptional cases it may also be 100% (e.g., if due to the restraint on competition the employee practically has no possibility to find another job). It is important to know that the post-termination non-compete will take effect automatically after termination of the employment contract and the employer is obligated to pay remuneration for that. If you neither want to pay the employee a remuneration after termination of the contract nor to apply the non-compete obligation to him/her, then the non-compete obligation has to be separately terminated by notifying the employee thereof 30 days in advance (e.g., together with the termination notice of the employment contract).

¹² NOTE TO DRAFT: Note that the lawfulness of contractual penalty for breaching the non-solicitation obligation is not entirely clear under Estonian law and might be disputed.

¹³ NOTE TO DRAFT: This is a sample list, please adapt as necessary.

“Group Company”	the Company and any of its subsidiaries or parent undertakings from time to time.
“Rules of Working Order”	rules for the local organisation of the work (internal work procedure rules) as well as any other rules, regulations, policies, and procedures etc. established by the Company and/or applicable to all Group Companies. ¹⁴
“Confidential Information”	Business Secrets and Other Confidential Information relating or belonging to the Company or any Group Company that You become aware of or have access to in connection with Your employment with the Company. Confidential Information does not, however, include information that: (i) is already in, or becomes available to the general public other than through Your unauthorised disclosure; (ii) is, at the time of disclosure, already known to You without restriction on disclosure; (iii) is explicitly approved for disclosure by the Company’s Representative in a form reproducible in writing; (iv) You are required to disclose by law or by any court order. In case of doubt as to the confidentiality of certain information, such information is presumed to be Confidential Information for the purposes of the Section 2.8 of the Contract. You may be notified of the information qualified as Confidential Information also in a separate or additional internal document of the Company and it is in the sole discretion of the Company to determine the contents and scope of Confidential Information. The Company is entitled to amend or update the relevant lists of information at any time by a unilateral notification without any need or obligation to consult or agree with You or amend this Contract.
“Business Secret”	information that: (i) is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question, (ii) has commercial value because it is secret, (iii) is not subject to disclosure in accordance with the valid laws, (iv) is or has been subject to reasonable measures under the circumstances, by the person lawfully in control of the information, to keep it secret, and (v) is disclosed to third persons only in confidentiality. For the purposes of this Contract, the Business Secrets include, but are not limited to: (i) business strategies and plans, marketing and sales strategies and plans, expansion strategies and plans, market research and surveys, customer feedback, market and business opportunities, research and development, other sales and marketing information; (ii) existing and planned products and services, including product and service roadmaps, concepts and models,

¹⁴ NOTE TO DRAFT: Please note that rules of working order are not mandatory under Estonian law (except for certain occupational health and safety rules and employee privacy policy), however it is recommended to have Rules of Working Order in place when the company becomes more mature and the number of employees increases and there is a need to have more structure and rules in place or when there arises the need to establish certain common procedures or policies (e.g. time off policy, business travel policy, etc.).

pricing models and structures, price lists (including discounts, special prices or special terms offered to or agreed with clients); (iii) prospective agreements and transactions, including information relating to any offers made to or received from any party, ongoing negotiations with any party, the terms, conditions and other content of any drafts of agreements; (iv) its current and prospective Intellectual Property Rights (as defined below in Section 2.9Error! Reference source not found.) as well as its technology relating to products and services as well as techniques, methods and processes used for development of concepts, products and services, any other know-how, methods, processes, techniques and technical data; (v) existing and developed software; any kind of information necessary for software development, including source codes.¹⁵

“Other Confidential Information”

business and operations related information, the disclosure of which to third persons might significantly harm the Company's or any Group Company's, their employees', business partners' or clients' justifiable business interests or endanger information security and that does not explicitly qualify as a Business Secret. In case it is ascertained that the information previously qualified as a Business Secret does not constitute a Business Secret any longer, then such information will be regarded as Other Confidential Information. For the purposes of this Contract Other Confidential Information includes, but is not limited to: (i) non-public information regarding financial data, including budgets, regular financial reports, balance sheets, income statements, cash-flow statements, KPIs and other business and financial metrics and targets, performance against targets, progress; (ii) non-public information regarding ownership and investor relations; (ii) names, addresses, contact details and other information of clients or potential clients as well as its suppliers or potential suppliers, licensors, licensees, agents, distributors and other contractors; (iii) personal data of members of management board, supervisory board and advisory board and any similar governing body, employees, consultants and advisors, including (in respect of each aforementioned person) their remuneration and salaries, bonuses and bonus systems, option and other incentive and motivation schemes and other terms on which such persons are employed or engaged (iv) non-public information regarding agreements, including the fact that any such agreements have been signed as well as their terms, conditions and other content (v) IT systems (including websites) as well as software and technical information (including passwords) necessary for the operation, maintenance and/or development of IT systems; (vi) non-public information regarding the meetings of management board, supervisory board, advisory board, shareholders and any other similar governing body as well as any matters discussed in any such meetings and any resolutions adopted by any such body (whether at meeting or otherwise); (vii)

¹⁵ NOTE TO DRAFT: This is a sample list, please adapt as needed.

information concerning or provided to third parties, in respect of which a Group Company owes a duty of confidence; (viii) information which has been expressly declared as confidential; (ix) any other information related to the Company or any Group Company which is deemed to be of confidential nature, whether or not in the case of documents or other written materials or any materials in electronic format they are or were marked as confidential and whether or not, in the case of other information, such information is identified or treated by the Company or any Group Company as being confidential.¹⁶

2.2 General terms and nature of the work

- 2.2.1 More detailed description of Your job, procedure of giving orders by the Company and the working relations in the Company are specified in Your job description applicable specifically to You or to employees performing similar duties as You. If Your work is project-based, the description of Your duties and orders is given to You on a case-by-case basis by the Company.
- 2.2.2 You are subject to the management and control of the Company.
- 2.2.3 You must immediately notify the Company of an impediment to work or threat thereof and, if possible, eliminate such impediment or threat without a special instruction.
- 2.2.4 In addition to Your normal duties the Company may require You to perform other duties consistent with Your position or skills.
- 2.2.5 During the term of the Agreement, You must devote all Your working time and attention to Your duties under this Agreement, and may not, without prior written notification to the Company's Representative, engage in any other business or occupation if these would hinder the performance of Your duties under this Agreement during Your normal working hours. You have to ensure that any other business or occupation that You undertake does not harm Your own health and safety or the health and safety of others.

2.3 Rules of Working Order

- 2.3.1 You must comply with the Rules of Working Order, if exist, Rules of Working Order may set out additional terms and conditions for Your employment and are introduced to You upon start of Your employment or upon adoption thereof.¹⁷
- 2.3.2 In addition, You must also follow any custom and practices applied in the Company, if such custom or practices are not in contradiction with this Agreement or if exist, the Rules of Working Order.
- 2.3.3 You are aware that if the Rules of Working Order exist and have been introduced to you, then the Company may make amendments to the Rules of Working Order or establish new Rules of Working Order in case there is a change in the Company's needs, restructuring of the Company's work and/or changes in the duties and tasks of the employees. The Company must notify You of any such amendments or new rules together with the time when any of the foregoing enter into force and must, if necessary, introduce the respective amendments or new rules to You.

¹⁶ NOTE TO DRAFT: This is a sample list, please adapt as needed.

¹⁷ NOTE TO DRAFT: It is recommended to introduce the Rules of Working Order against signature or in any other manner that enables track and prove that the employee has been made familiar with the document. In case the Rules of Working Order contain such terms and conditions that the employer has to notify to the employees pursuant to Art. 5 of the Estonian Employment Contracts Act, the Rules of Working Order have to be introduced in writing.

2.4 Working time

- 2.4.1 You are employed by the Company either full-time or part-time as set out in the Outlined Terms.
- 2.4.2 The beginning and the end of working hours as well as the breaks therein are established in the Rules of Working Order.
- 2.4.3 Overtime work is performed only upon the agreement between You and the Company and is compensated by granting extra time off equal to the overtime hours or if so agreed, by a monetary compensation equal to 1.5x salary.

2.5 Holidays and leaves

- 2.5.1 The time of Your holiday is determined in the annual holiday schedule drafted by the Company and announced to the employees within the 1st quarter of each year¹⁸. Upon drafting the holiday schedule, the Company prioritizes its operational needs and to the extent possible also considers Your specific holiday requests. In case You belong into the category of employees who are entitled to go on holiday at a suitable time¹⁹, then You are expected to notify the Company about Your specific holiday requests within January each year.
- 2.5.2 Upon termination of Your employment, You are either entitled to money for outstanding holiday or are required to repay to the Company any money received in respect of holiday taken in excess of Your proportionate holiday and any sums repayable by You may be deducted from any outstanding salary or other payments due to You.
- 2.5.3 You are also entitled to various statutory Company paid leaves (study leave - Article 67 of the Employment Contracts Act; leave for caring for an adult with profound disability – Article 65.1 of the Employment Contracts Act) and state paid leaves (maternity, paternity, parental, adoptive parent and child leaves – Articles 59-65 of the Employment Contracts Act). In case You are entitled to any such leaves and wish to use these, then You are expected to notify the Company about it upon entering into the Contract, at the time of drafting the annual holiday schedule or prior to applying for any such leave (in case of maternity, paternity and parental and caretaking leave – 30 days, study leave – 14 days).
- 2.5.4 The Company may grant at its discretion to You additional paid leaves or time off as an extra benefit and as communicated to you separately or as established in the Rules of Working Order, if these exist.²⁰

2.6 Protection of personal data²¹

- 2.6.1 For the purposes of ensuring the performance of this Agreement, the Company processes certain personal data about You. You hereby confirm that you have read and understood the Company's privacy policy regarding processing of employees' personal data²². The Company may change its data protection policy at any time and will notify You in writing of any changes.
- 2.6.2 In the course of performing Your duties, You must comply with the Company's data processing rules when handling personal data relating to any other employee, client, supplier or partner of the Company.

¹⁸ NOTE TO DRAFT: In case the holiday schedule is not drafted, then each employee is entitled to go on holiday by giving 14 days' prior notice, whereas you cannot unilaterally reject the employee's holiday request.

¹⁹ NOTE TO DRAFT: Such employees include (i) a woman immediately before and after maternity leave or immediately after parental leave; (ii) a man immediately after parental leave or during the maternity leave of a woman; (iii) a parent raising a child of up to seven years of age; (iv) a parent raising a child of seven to ten years of age – during the child's school holidays; (v) a minor subject to the obligation to attend school – during school holidays.

²⁰ NOTE TO DRAFT: In case you offer any such additional paid leaves or time-off, then the employee has to be notified thereof either in the employment contract or some other internal document.

²¹ NOTE TO DRAFT: Include this section 2.6 only in case the Company has the relevant documents in place.

²² NOTE TO DRAFT: Note that each company should have internal data protection documents which concern processing of employees' personal data.

2.7 Termination

- 2.7.1 Upon termination of the Agreement, the Parties will be guided by the termination notification regulation set out in Articles 96-98 of the Employment Contracts Act. The termination notice has to be in the format reproducible in writing and should provide the reasons for termination.
- 2.7.2 On termination of Your employment You must immediately return to the Company all correspondence, documents, papers, memoranda, notes, records such as may be contained in magnetic media or other forms of computer storage, videos, tapes (whether or not produced by You) and any copies thereof, charge and credit cards and all other property belonging to the Company which may be in Your possession or under Your control.
- 2.7.3 After the termination of the Agreement, You may not represent Yourself as connected with the Company in any capacity, other than as a former employee or (if that is the case) shareholder, or use any registered business names associated with the Company.

2.8 Confidential information

- 2.8.1 The confidentiality obligation includes Your obligation not to, either during Your employment or at any time after its termination, directly or indirectly use or disclose to any person or enable any person to become aware of, any Confidential Information, except, in each case, if it is directly related to the proper performance of Your duties.
- 2.8.2 You must use Your best efforts to protect the confidentiality of the Confidential Information and must inform the Company's Representative immediately on becoming aware or suspecting that any third party may know or has used any of the Confidential Information. You must use the security measures established by the Company for the protection the Confidential Information (including in case of working remotely).
- 2.8.3 You may not make copies of any document, correspondence, computer disk, CD-ROM, memory stick, video tape or any similar matter (including in any electronic format) or remove any such items from the premises of the Company other than in the proper performance of Your duties under this Agreement except with the written authority of the Company's Representative, which authority will apply in that instance only. You may not forward Confidential Information to Your own personal e-mail account, save Confidential Information on Your own personal devices or data carriers or leave documents, devices or other data carriers containing Confidential Information unattended or to a place easily accessible to third persons.
- 2.8.4 You may not use the Confidential Information to disrupt, undermine or impair the Company's or any Group Company's relationships with any clients, prospective clients, or suppliers or for solicitation of Company's or any Group Company's employees.
- 2.8.5 You may not make any public statement (whether written or oral) to media or otherwise relating to the affairs of the Company and may not write any article for publication on the matter concerned with the business or other affairs of the Company without the prior consent of the Company's Representative.
- 2.8.6 During Your employment and at any time after its termination You may not do anything which might damage the Company's reputation. For that reason, You may not participate in any act in any media whatsoever that might reasonably be expected to damage the business, interests, or reputation of any Group Company. This includes making any direct or indirect references to any Group Company or any of its directors and employees that might reasonably be expected to damage their business, interests, or reputation in any online blog, or on any social or professional networking site or social media site.
- 2.8.7 The Company may at any time and in any event upon the termination of the Contract request You to hand over or destroy any data carriers and/or documents containing Confidential Information and/or to delete Confidential Information from data carriers and devices that are in

Your possession or under Your control. You may be requested to confirm in writing that You have complied with such requests.

- 2.8.8 Upon the breach of the confidentiality obligation, the Company may claim from You a contractual penalty in the amount specified in the Outlined Terms for each individual case of breach.

2.9 Intellectual property rights

- 2.9.1 In this Agreement “**Intellectual Property Rights**” or “**IPR**” mean all intellectual and industrial property rights and similar rights of whatever nature anywhere in the world whether currently existing or coming into existence at some future time and all rights pertaining thereto, whether recorded or registered in any manner or otherwise, including (but not limited to) any copyrights and related rights, industrial design rights and other design rights, registered designs, patents, utility models, inventions (whether or not patentable), trademarks, service marks, database and software rights, semiconductor topography rights, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property including, where applicable, all renewals, extensions and applications for registration and the right to sue for damages for past and current infringement in respect of any of the same.
- 2.9.2 You hereby assign to the Company with full title all IPR to any and all objects of intellectual property You create or develop, whether alone or jointly with any other person(s), in the course of Your performance of this Agreement (whether or not during working hours and/or using Company premises, equipment, know-how and/or other resources and whether or not recorded in material form). All such IPR are deemed automatically assigned to the Company from the moment of their creation and for the whole period of validity of their protection under applicable law.
- 2.9.3 To the extent it is impossible as a matter of law to assign the IPR specified in Section 2.9.2 to the Company, for example the moral rights of the author, You hereby grant to the Company, to the maximum extent possible under law, an exclusive, transferable, sub-licensable, fully paid-up, world-wide and unlimited right (license) to use, exploit and exercise such IPR for the whole period of their protection under applicable law from the moment of creating of the IPR.
- 2.9.4 At the request of the Company You must take all necessary actions to transfer the title to the IPR specified in Section 2.9.2 to the Company, and do all such acts as may be necessary or proper to obtain the acceptance of any applications for such IPR and for procuring the grant of such IPR pursuant to any such applications as well as for the registration of the Company as the sole proprietor of such IPR.
- 2.9.5 You must exercise Your rights in a way that does not hinder the Company in exercising the rights that have been assigned or licensed to it hereunder. You may not use or exploit any rights that have been assigned or licensed to the Company hereunder in any way other than (a) for performing Your obligations to the Company or (b) in any manner expressly approved by the Company in writing in advance.
- 2.9.6 All embodiments of IPR assigned or licensed to the Company in whatever form and all records thereto (in all media) are the property of the Company. You must surrender these to the Company either on the termination of this Agreement, or at the request of the Company at any time during this Agreement, and You may not keep any copies.
- 2.9.7 The provisions of this Section 2.9 have been taken into account upon agreeing Your remuneration in the Agreement and You will not receive any additional payment or remuneration for the assignment and licensing of rights as set forth in this Section 2.9.

2.10 Non-competition and non-solicitation

- 2.10.1 The non-competition obligation includes Your obligation not to take any of the following actions, directly or indirectly, on Your own behalf, or in conjunction with any other person during the validity period of the non-competition obligation:
- (a) work for or provide any services to any person engaged or about to become engaged in the Competing Business;
 - (b) be otherwise engaged, concerned or interested, whether as consultant, advisor, agent, representative, investor, joint venture, owner, partner (including silent partner), shareholder or in any other capacity, in the Competing Business, except that You may hold up to 5% of any class of securities of a company listed or dealt in on a regulated market;
 - (c) on behalf of Competing Business, be involved with the provision of goods or services or otherwise have any business dealings with any customer or prospective customer of the Group Company with whom you dealt during Your employment or to whom you had access to through Confidential Information;
 - (d) on behalf of Competing Business, entice or solicit, or endeavour to entice or solicit, any customer or prospective customer of the Group Company with whom you dealt during Your employment or to whom you had access to through Confidential Information, in each case, to provide custom or business;
 - (e) on behalf of Competing Business, have any business dealings with any person which has provided goods or services (other than utilities or administration-related supplies) to any Group Company and with whom you dealt during Your employment or to whom you had access to through Confidential Information;
- 2.10.2 If, according to the Outlined Terms, the non-competition obligation remains in force after the termination of the Agreement, the Company will pay You compensation for complying with such obligation in the amount specified in the Outlined Terms. Such compensation will be paid monthly during the validity of the non-competition obligation by the same due date that is established for the payment of Salary.
- 2.10.3 The non-solicitation obligation includes Your obligation not to take any of the following actions, directly or indirectly, on Your own behalf, or in conjunction with any other person during the validity period of the non-solicitation obligation:
- (a) entice or solicit, or endeavour to entice or solicit any Restricted Person away from any Group Company;
 - (b) take any other action or make any other contacts with any Restricted Person which may result in termination of his employment or other contractual relationship with the Group Company or taking up a position with any third person;
- 2.10.4 Upon the breach of the non-competition obligation or non-solicitation obligation, the Company may claim from You a contractual penalty in the amount specified in the Outlined Terms for each individual case of breach.
- 2.10.5 Before accepting any offer of future employment with another employer received during the employment or before the expiry of the non-competition obligation, You must disclose a copy of the whole of Section 2.10 and relevant Outlined Terms to the person making the offer and the prospective employer and must disclose the identity of that person to the Company as soon as possible.
- 2.10.6 You must immediately inform the Company's Representative if any person who is or was formerly an employee or member of the management body of any Group Company solicits,

induces or endeavours to solicit or induce you to leave the employment of the Company with an intention of taking up a position in any capacity in any Competing Business.

- 2.10.7 During the validity period of the non-competition obligation, You must inform the Company, at its request, about Your professional and financial activities to the extent this is relevant for monitoring Your compliance with the non-competition obligation.
- 2.10.8 You hereby represent that any information about working for or providing services to any other persons and about Your financial activities that You presented to the Company in connection with the entry into this Agreement is true and complete in all respects.
- 2.10.9 The Company may terminate the non-competition clause provided above at any time by giving 30 days of prior notice.

2.11 Contractual penalties²³

- 2.11.1 Each contractual penalty set forth in this Agreement operates as a measure for achieving the performance and not as a substitute for the performance of the Agreement. Therefore, the payment of any penalty set forth herein will not release the breaching Party from the obligation to perform the relevant obligations.
- 2.11.2 In case You breach this Agreement, the Company may claim, in addition to the contractual penalty, compensation for any damages (including direct patrimonial damage and loss of profit) caused by the breach to the extent not covered by the contractual penalty.

2.12 Entire agreement and amendment

- 2.12.1 This Agreement and the documents referred to or incorporated in it constitute the entire Agreement between the Parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, and arrangements of any nature whatsoever between the Parties in relation to the subject matter of this Agreement.
- 2.12.2 No amendment of this Agreement will be valid unless it is in writing and signed by both Parties.

2.13 Conflicts between the terms

If there is a conflict between the Detailed Terms and the Outlined Terms, the Schedules or any other document incorporated by reference into the Agreement, then the conflict will be resolved by giving precedence to the different parts of the Agreement in the following order: (i) the Outlined Terms; (ii) Schedules; (iii) any other document incorporated by reference; and (iv) Detailed Terms.

2.14 Rules of interpretation

- 2.14.1 References to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation and general words introduced by the word “other” (or any similar term) are not given a restrictive meaning because they are preceded or followed by words indicating a particular class of acts, matters or things.
- 2.14.2 References to “writing” or “written” include electronic form (as defined in Estonian law); and references to “form reproducible in writing” include facsimile and electronic mail (including pdf).
- 2.14.3 References to “persons” include private individuals, legal entities, unincorporated associations and partnerships and any other organisations, whether or not having separate legal personality.
- 2.14.4 Except where the context specifically requires otherwise, words referring to one gender are treated as referring to any gender, words importing individuals are treated as importing

²³ NOTE TO DRAFT: Please note that, according to law, the employer must submit its claim for contractual penalty within four months after becoming aware of the respective breach and must as soon as possible notify the employee of its intention to submit such claim.

corporations and vice versa, words referring to the singular are treated as referring to the plural and vice versa, and words importing the whole are treated as including a reference to any part thereof.

2.14.5 The section and paragraph headings used in this Agreement are inserted for ease of reference only and do not affect interpretation.

2.14.6 In this Agreement, any reference to a Section or a Schedule means a reference to the relevant Section or Schedule of this Agreement.

2.15 Governing law

2.15.1 This Agreement is governed by and construed in accordance with the laws of the Republic of Estonia.

PARTIES' SIGNATURES:

The COMPANY:	Signature, date	YOU:	Signature, date
[Representative's name] [Representative's title]	/ signed _____ electronically /	[Employee's name]	/ signed _____ electronically /